BANGALORE METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES: SHANTHINAGAR: BANGALORE-560027

Terms and Conditions for selection of licensee to operate, maintain and manage the Commercial/ Office space available at Various bus stations Complex of BMTC.

Terms & Conditions:-

1. The Space accommodation for Commercial/ Office purpose under **"as is where is basis"** condition.
2. The License period is for 6 (six) years from the date of agreement.
3. The space allotment is as under –

Sl.No	Bus Station	Floors/location	Area in sq mtrs	Reserved Price	Earnest Money Deposit in Rs.
1.	Domluru TTMC	Com/Office Space 02 Mezzanine floor	78.5	-	1,15,371

4. BMTC does not bind itself to provide the exact area tendered and reserves the right to extend or decrease the area without assigning any reasons thereof without being answerable to the offer in any manner whatsoever. Prorate license fee will be fixed for the actual area provided.
5. Sub-letting is prohibited.
6. The monthly License fee is subjected to annual escalation by 10% over the existing License fee from January of every year till the end of License period. However, for the license period commencing in the middle of the year the first escalation shall be on the 1st of fore coming January at the rate of 1% per month for every completed month up to December 31st subject to maximum of 10%. On escalation an amount equivalent to 11 (eleven) times of escalated amount shall be remitted as additional security deposit upto the end of contract.
7. The Licensee shall pay the license fee for the completed month on or before the 5th day of next month for which, the license fee is payable along with the applicable Goods & Service Tax, Electricity Charges and Water Charges and other charges. In case the Licensee fails to pay the monthly fees as prescribed above or in case the Licensee commits breach of any of the terms and conditions aforesaid, the Licensor may notify the Licensee about the amount due including interest at 18% per annum or details of breach of conditions as the case may be, by serving a notice on the Licensee and obtaining the written acknowledgement. In the event of the Licensee failing to pay the arrears within a fortnight of such notification or continue to commit the breach
   of the agreement the license granted should stand terminated and the entire Security Deposit shall be forfeited/adjusted towards the unpaid license fee.
8. The license fee shall be paid every month regularly. In case of non-payment of license fee consecutively for three months, the agreement will be terminated by the licensor whereby the security deposit is forfeited/ adjusted towards unpaid arrears/ damages and the licensee will be evicted from the site.
9. **The tenderer/ bidder shall quote their offer in terms of monthly license fee exclusive of Goods & Service Tax. Only Property Tax is payable from Licensor.**
10. The bidder shall upload the scanned copies of the following documents:-
    a. ID proof with photo.
    b. Proof of Address.
    c. Pan Card.

d. GST Registration Certificate in case of registered (Optional).
e. Experience Certificate if any (optional).
f. Company registration certificate if any (optional).

11. The non-compliance of 10 (a) (b) (c) by the bidder will entitle the Corporation to reject the tender.
12. The successful bidder shall submit the original copies of the documents as detailed in Para. 10 for verification before entering into an agreement
13. In addition to monthly license fee/ offered amount the successful tenderer/ bidder shall pay Electricity and Water consumption charges etc.
    a) The Licensee shall pay the charges of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears to accrue.
    b) Whenever water is supplied from BMTC from its own source the Licensee shall pay the charges of water consumed for the proportionate units consumed as per the reading of the meters installed for the purpose at BWSSB Commercial rates for Commercial space and BWSSB domestic rates for Office space and toilets.
    c) In case water is supplied by BWSSB, the Licensee shall pay the charges of water consumed for the proportionate units consumed (as per the meter/ sub-meter reading) as per the bill raised by BWSSB.
14. The Licensee shall be liable to pay the cost of any damages caused by him or his servants to the premises of the establishment.
15. The selected bidder shall enter into agreement within 20 (Twenty) days from the date of intimation of selection to the successful bidder.
16. The License shall execute the agreement on his/ her cost on requisite valued stamp paper as per Karnataka Stamp Act 1957.
    Any individual/ individuals signing the application forwarding the letter or documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

    A Sole Proprietor of the firm or his attorney.

    OR

    A registered active partner or its attorney

17. In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the authority under which he is signing/ acting on behalf of the partnership Firm/ Company and send the certified copy of the partnership deed and in the case of companies, the memorandum of association and articles of association issued by the authorities authorizing him to act in that capacity and failure to annex the above documents will entail to the rejection of such tender. Such tenders should be treated as invalid.
18. BMTC takes no responsibility for the delay, loss or non-receipt of any submission due to technical problems in case of e-tender.
19. The licensee shall not conduct any kind of unlawful and prohibited business such as carrying on traveling agency business or any kind of business which is against to the interest of the licensor or KSRTC/ BMTC. In the event of breach of any of the above terms the licensor reserves the right to terminate the license.
20. (a). The licensee shall not display or exhibit pictures, posters, statues or other articles which are obscene, indecent, immoral or otherwise improper. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
    (b).The Licensee is however entitled to put up name board/signage pertaining to the office being carried on in the inside premises in question, without in any way affecting the design and beauty of the building. However, if the licensee desires to display on any other part of the Office Space, he shall obtain prior written permission from the Licensor.

21. The Licensee shall not display or exhibit any advertisement, erect hoarding in any part of the exterior wall of the Office premises. No displays on the interior wall/ glass which are visible outside will be allowed as all advertisement rights vest with BMTC. Further BMTC will have exclusive rights to display or lease space to display any advertisements on such exterior glass/ walls.
22. In the event of BMTC proposing to construct upper floors, it shall be at liberty to do so without any hindrance by the licensee and without affecting the business of the licensee.
23. The license will be Terminated / Revoked in case the performance of the licensee is found unsatisfactory in the matter of payment of license fee, manner of catering, complaints from the staff / public, violation of the terms and conditions of the agreement etc.
24. The tenderers/ bidders shall upload all information, documents, rates, etc., in the e-Procurement website only (i.e., https://eproc.karnataka.gov.in). No documents shall be accepted in person manually and the bidders shall confirm themselves for up-loading of all the Documents.
25. The tenderers/ bidders shall remit entire Tender processing fee and Earnest Money Deposit (EMD) for the tender through e-Procurement platform, Government of Karnataka using any of the following payment modes:
    - Credit Card.
    - Debit Card
    - National Electronic Fund Transfer (NEFT)
    - Over the Counter (OTC)
26. The EMD shall be forfeited on the following occasions, in case, the bidder:-
    a. withdraws the tender after the opening of tender during the period of tender validity i.e., from the date of notifying of the tender to the date of allotment of the tendered establishment (As per Rule 12 & 22 of KTPP Rules 2000).
    b. makes false representations with regard to eligibility criteria.
    c. fails to keep up to the commitments made in the bid.
    d. submits multiple proposals/ bids or if, common interests are found in two or more bidders, the bidders are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ bidders are withdrawn upon notice immediately.
    e. fails to furnish the required security deposit within the specified time limit.
    f. withdraws or amends its tender or derogates the tender in any aspect.
27. After selection, the successful bidder shall pay eleven (11) times the monthly offered amount as interest free Security deposit through Demand Draft (Cheque will not be accepted) drawn in favour of “Chief Accounts Officer, BMTC Bangalore”.
28. The time limit fixed for remitting the balance security deposit towards BMTC is 20 days from the date of communication of the acceptance of the bid. The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. For the purpose of computing the said 20 days the registered letter shall be deemed to be served within seven days from the date of posting. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the bidder has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful bidders after completion of selection procedure.
29. The successful bidder shall deposit the interest free Security deposit amount within 20 days from the date of allotment of the space otherwise the bid will be rejected and EMD paid by the successful bidder will be forfeited. The security deposit will not carry any interest and would be refunded after adjusting the dues on Successful completion of the period of contract.

30. In case, the successful bidder fails to fulfill the requirements as stated above, within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black listing the concerned bidder for a period of 3 years.
31. Each tender must be accompanied with the following documents.
    i. ID Proof with photo for individual and profile.
    ii. Proof of Address for both permanent and temporary/ present.
32. **Gestation Period**: The selected licensee will be provided with rent free gestation period of one month to carry out interior works. The space will be provided under "as is where basis" condition. The permanent structures installed/erected/ constructed by the licensee will become property of BMTC after expiry/ termination of license. The civil works shall be carried out with pre-obtained approval of plans from the Civil Engineering Department of BMTC and under their supervision. However, if the above works are completed for the entire or part of the area allotted before the closure of gestation period and the operations/ business is commenced then the payment of license fee will commence from that date for the proportionate space on pro-rate basis. The payment of license fees commences after expiry of gestation period irrespective of occupation or not.
33. Licensee shall not display advertisements of any sort on the outer side or building facing the outside.
34. **Evaluation Criteria**:- Among the valid offers received, the highest offer made will be considered for selection.
35. The licensee shall pay applicable Goods & service Tax along with the license fee and any other taxes payable to local bodies, Government or any other authorities.
36. BMTC does not bind itself to accept highest offer and reserves the right to reject all Offers without assigning any reasons thereof without being answerable to the offered in any manner whatsoever. BMTC also reserves the right to re-notify or to select any Party without notification.
37. If the Commercial/ Office space mentioned increases or decreases after joint measurement then the license fee will be fixed on prorate basis accordingly for the actual space available. The selected bidder will have no right to dispute the same. The bidders are advised to do due diligence before submitting their offers.
38. BMTC reserves right to license full or part of any area being part of this notification to any party before acceptance of bids received under this notification & only the remaining area on pro-rata license fee basis will be licensed to the selected bidder.
39. The licensee while handing over Office premises to the licensor shall have to hand over the same in sound condition. In case of any damages to the main structure, the proportionate cost will be recovered from the security deposit.
40. BMTC will engage an agency for Comprehensive management services for the said Bus Stand Complex area. The licensee shall bear the maintenance charges for the common area usage on prorate basis. The licensee shall make their own arrangement of housekeeping for the licensed area allotted.
41. The Tender shall remain open for a period of 3 months. The bidders shall not with draw or revise the Tender during this period. In case any bidder reviews or withdraws his tender during this period, the EMD shall be forfeited. In addition to the forfeiture of the EMD the BMTC shall be entitled to claim all losses which it may suffer due to withdrawal or alteration of the bid.
42. The successful bidder shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per the Karnataka Stamp Act. It shall be clearly under stood that no bidder will be granted license unless the deed of agreement is executed by the bidder in favor of Corporation. In case of failure on his/her part to execute the agreement and start the business with in a period of 20 days from the date of acceptance of

the bid the corporation reserves its right to cancel the acceptance and to forfeit the EMD remitted to the corporation apart from claiming all other damages from the bidder. The liability to pay the license fee by the licensee shall commence immediately on expiry of 20 days from the date of acceptance of the bid.

43. Under no circumstances, the licensee will be permitted to terminate the contract and close down the establishment within the first year of the license period. In case the licensee decides/proposes to terminate the agreement within the first year, the security deposit remitted by the licensee shall be forfeited. After one year of license, the licensee can terminate the agreement by serving three months due notice in advance. In such case, dues if any would be deducted from the security deposit and balance would be refunded to the licensee.
44. The successful tenderer shall obtain the required permission from the Municipal Corporation of Bangalore City and other statutory authorities where ever necessary. Without obtaining necessary license if any the licensee shall not commence his business.
45. The successful licensee shall be in compliance with the ESI/ PF Act and all other such labour laws for the time being in force. Any untoward incident/ harm caused to the employees of the Licensee during the term of the license, the Licensee/ its Sub-Licensee is to be held directly liable for the same and BMTC would have no part in it.
46. The selected licensee shall keep and maintain the licensed premises and the surrounding premises in clean, proper, decent and hygienic condition. The licensee shall equip the premises with good furniture and shall not cause any damage to the structure, fixtures and fittings available in the licensed premises.
47. The selected licensee shall be liable to pay the cost of damages, if any caused by him or his servants to the licensed premises.
48. The selected licensee shall place and continue to keep in the aforesaid premises all necessary equipment's required to run the licensed premises and shall not remove them without the previous approval of the Licensor.
49. The selected licensee and his servants or his agents or his authorized representatives shall have access at all reasonable time to and from the premises for the purpose herein before mentioned.
50. The selected licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the morale or of indecent, immoral or other improper characters. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.
51. The selected licensee shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the licensed premises other than those permitted by the Licensor.
52. The selected licensee shall have no interest in the property of the licensed premises nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licensor.
53. The selected licensee shall not be permitted to refrain from carrying on business for which period the license is granted OR resort to premature termination of the contract prior to its expiry. In the
event of the licensee resorts to terminate the contract and close down the business after the completion of one year of license prior to the expiry of the term of license he may do so by giving three months notice in advance to the Corporation or by paying an amount equivalent to

three months license fee to the Corporation as was paid at the time of issue of notice or at the time of termination OR Corporation reserves its right to forfeit three months license fee out of the Security Deposit held in the Corporation in case of premature closure without intimation.

54. The selected licensee shall make arrangements to dispose the waste generated. He shall not dump the waste in and around the premises.
55. The common area will be in the possession of BMTC and used by all the occupants/ licensees in the same building. All the licensees have to share the house-keeping charges for the common areas on prorate basis according to area occupied by them. If the licensee uses the portion of common utility for their purpose exclusively, they have to pay the license fee/ rent on pro-rate basis.
56. The service utilities like staircase, lifts, fire ducts, electrical ducts, sanitary ducts, electrical room etc shall be used for the purposes they are meant and shall not be used for commercial/ any other purposes.
57. Permissible Activities and other guidelines:
    - Office space.
    - Commercial space.
    - Retail outlets including shops, kiosks and counters.
    - Restaurant, food court, fast food counters and kiosks.
    - Dormitory.
    - ATM/s or flight reservation online booking counters.
    - Any other legally permitted business.
58. The selected licensee has to pay lift and DG, Annual maintenance charges & lift operation and electricity charges on prorate basis as per the allotted space.
59. The licensee shall not cause any damage or alter to ACP, Structural glazing and other fittings installed by BMTC.
60. The said bus station complex is provided with 60 KW power sanctioned from Bescom. Separate BESCOM meters will be installed for Commercial shops/Areas.
61. The licensor will provide normal power supply based on the load and phase available at the project site as on date. Licensee has to make their own arrangements of getting additional power from BESCOM at their own cost and they are entitled to withdraw the deposit or take away the installations after their term is over. Necessary NOC will be given from BMTC in this regard.
62. In case the licensee desires to have additional commercial space, licensor in its whole discretion shall have the right to accept/ reject such proposal. The additional space will be allotted on pro-rata basis or at the rate decided by licensor.
63. The power supply will be extended by licensee from Licensor’s distribution boards. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by licensor) shall depend upon location of individual facility at the project.
64. The selected licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the licensed premises and the general welfare and comfort of its public, employees and others.
65. The overall control of the licensed premises and supervision of the said licensed premises shall remain vested with Licensor, whose Officers or Authorized representatives shall have access at all reasonable hours to the said establishment or part thereof.
66. The Licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions of this agreement on the part of the Licensee & to revoke it in the best interest of the corporation.
67. The Licensor shall have a lien on all the belongings and properties of the Licensee for the time being in or upon the premises of the Licensor.
68. On the expiry of the period fixed in the license or on revocation of the license under the terms and conditions thereof, any belongings of the Licensee found in the licensed premises shall be liable to be auctioned unless claimed within a fortnight of the expiry of the license period or revocation of the license as the case may be. The Licensor shall be entitled

to appropriate out of the proceeds of such sale, the amount due to the Licensor from the Licensee and the balance if any shall be paid over to the Licensee or his legal representative after deducting the cost of auction.

69. The Licensor shall have the right to terminate the license giving one month notice, without assigning any reasons thereof if the licensor desire to revoke the license during the currency of the license.

70. In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by dept civil work so as to make it unfit for use by the Licensee, the license shall stand terminated automatically.
    a. Any departmental Civil Work means and includes the demolition or renovative work of the licensed premises to be undertaken by the licensor.
    b. The licensee also agrees not to approach the Civil Court on any account without the written consent of the licensor and he expressly understands that the premises licensed is a public license coming within the definition of the Karnataka Public Premises (Eviction of Unauthorized Occupants) Act 1974 and the licensor is at liberty to invoke the provisions of the KPP Act, 1974, in case of breach of any of the conditions.

71. a). In case of any dispute arising between the licensor and the licensee in respect of the interpretation or performance of any Terms & conditions of agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

b). If the dispute not resolved amiability the aggrieved parties are at liberty to approach the Commercial Court as per the provisions of the Commercial court Act, at jurisdiction Bengaluru only.

Sd/-
Chief Traffic Manager (Com)
(Tender Inviting Authority)